

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No. 1584 of 2025

Date of decision: July 24, 2026

M/s Emaar India Limited (formerly known as Emaar MGF Land Limited) 306-308, 3rd Floor, Square One, C-2, District Centre, Saket, New Delhi-110017, also at Emaar Business Park, MG Road, Sikanderpur Chowk, Sector 28, Gurugram-122002, Haryana through its authorized representative Manish Mahajan, aged about 37 years son of Sh. Anil Kumar.

Appellant.

Versus

1. Mayank Gagneja
2. Namita Soni Gagneja
3. Vimmi Gagneja
R/O G-601, The Palm Drive, Sector-66, Golf Course Extension Road, Gurugram, Haryana-122101

Respondents

CORAM:

Justice Rajan Gupta

Chairman

Dinesh Singh Chauhan

Member (Technical)

Present: Ms. Ankita Chaudhary, Advocate for the appellant.

ORDER:

RAJAN GUPTA, CHAIRMAN:

Present appeal is directed against order dated 16.10.2025 passed by the Authority¹. Operative part thereof reads as under:

“H. Directions of the authority:

35. Hence, the Authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the functions entrusted to the authority under section 34(f) of the Act:-

¹Haryana Real Estate Regulatory Authority, Gurugram

i. The respondent is directed to pay interest to the complainant against the paid-up amount at the prescribed rate i.e. 10.85% p.a. for every month of delay from the due date of handing over of possession i.e. 15.11.2016 till offer of possession (01.06.2019) after obtaining occupation certificate plus two months i.e. 01.08.2019, being earlier, as per section 18(1) of the Act of 2016 read with rule 15 of the rules after adjusting an amount of Rs.3,77,556/- and Rs.57,840/- already paid on account of delay compensation and anti-profiting.

ii. The arrears of interest accrued so far shall be paid to the complainants within 90 days from the date of this order as per rule 16(2) of the rules.

36. Complaint stands disposed of.

37. File be consigned to registry.”

2. It appears that a project in the name and style of ‘Gurgaon Greens’, was floated by the appellant-promoter in Sector 102, Gurugram. The respondent-allottees booked a unit therein. The promoter issued provisional allotment letter dated 20.01.2013. Total sale consideration of the unit was Rs.99,37,767/- The allottees remitted an amount of Rs.99,53,777/-.Buyer’s agreement was executed between the parties on 26.04.2013. Due date of possession was 01.06.2019. Occupation Certificate was granted to the project on 30.05.2019. Offer of possession was made to the allottees on 01.06.2019. The unit was handed over to the allottees vide handover letter dated 31.08.2019. Conveyance Deed was also executed in favour of the allottees on 03.12.2019. As there was delay in handing over the possession, the allottees preferred a complaint before the Authority seeking Delay Possession Charges and other ancillary reliefs.

3. After hearing rival contentions of the parties, the Authority issued the directions, as reproduced in the opening paragraph of the judgment.

4. Aggrieved against the order of the Authority, the promoter has filed the present appeal.

5. Learned counsel for the promoter has posed a challenge to the impugned order on the grounds that jurisdiction of the Authority was invoked after considerable delay of execution of the conveyance deed and thus, Delay Possession Charges were awarded in violation of terms of Buyer's Agreement. She submitted that interest on the amount paid by the allottees after the due date of possession should be from respective dates of payment.

6. We have heard learned counsel for the appellant and given careful thought to the facts of the case.

7. The contention of learned counsel for the appellant-promoter that no claim for interest on account of delay in delivery of possession could be maintained after execution of the Conveyance Deed is rejected in view of the judgment of this Tribunal in Appeal No. 946 of 2024—***Emaar India limited v. Poonam Goel and another***, decided on 02.07.2026.

8. Further, argument of learned counsel for the appellant-promoter that interest on the amount paid by the allottees after the due date of possession should be from respective dates of payment is unsustainable in law. We find no infirmity with the order passed by the Authority.

9. In view of above, the appeal is dismissed.

Appeal No.1584 of 2025

10. The amount of pre-deposit made by the promoter in terms of proviso to Section 43(5) of the Real Estate (Regulation and Development) Act, 2016 along with interest accrued thereon, be remitted to the Authority for disbursement to the parties according to their entitlement, subject to tax liability, if any.

11. Copy of this order be sent to the parties/their counsel and the Authority.

13. File be consigned to records.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

Dinesh Singh Chauhan
Member (Technical)

July 24, 2026
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